

IN THE UNITED STATES COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

SLICEX, INC.,
Plaintiff,

vs.

AEROFLEX COLORADO SPRINGS, INC.,
f/k/a AEROFLEX UTMIC
MICROELECTRONIC SYSTEMS, INC.,
Defendant.

MEMORANDUM DECISION AND
ORDER TAKING UNDER
ADVISEMENT DEFENDANT'S
MOTION IN LIMINE TO EXCLUDE
EVIDENCE RELATING TO THE
PARTIES' PRIOR AGREEMENTS

Case No. 2:04-CV-615 TS

Defendant's Motion in Limine seeks to exclude evidence relating to the parties' prior agreements. Plaintiff and Defendant have entered into three consulting agreements dated November 1, 2002 (the "November 2002 Agreement"), February 12, 2003 (the "February 2003 Agreement"), and October 23, 2003 (the "October 2003 Agreement"). Defendant argues that the October 2003 Agreement supersedes the prior agreements and that it is the only agreement that is relevant to this dispute. Defendant argues that the introduction of evidence relating to the other agreements would be cumulative, irrelevant, and duplicative. Plaintiff responds by arguing the

Defendant's Motion is really one for summary judgment and that there are unresolved issues which must be addressed by the Court before the Motion can be decided. Further, Plaintiff argues that the agreements are separate and distinct, and were not superceded by the October 2003 Agreement.

The Court agrees that there are unresolved factual issues which require further development at trial. Those issues preclude the Court from ruling on Defendant's Motion in Limine at this time. Thus, the Court will take the Motion under advisement.

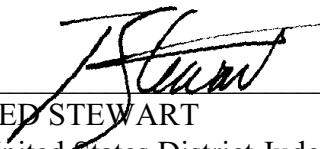
It is therefore

ORDERED that Defendant's Motion in Limine to Exclude Evidence Relating to the Parties' Prior Agreements (Docket No. 74) is TAKEN UNDER ADVISEMENT. It is further

ORDERED that the hearing set for July 17, 2006 at 10:30 a.m. is VACATED.

DATED July 14, 2006.

BY THE COURT:



TED STEWART
United States District Judge